

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

Brenda Clark-Draheim,

Plaintiff,

V.

American Credit Acceptance, LLC; and  
Trans Union LLC,

Defendants.

[illegible]

Civil Action No.: \_\_\_\_\_

## DEMAND FOR JURY TRIAL

## COMPLAINT & JURY DEMAND

For this Complaint, Plaintiff, Brenda Clark-Draheim, by undersigned counsel, states as follows:

## JURISDICTION

1. This action arises out of Defendants' violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (the "FCRA").
2. Jurisdiction is conferred by 15 U.S.C. § 1681(p) and 28 U.S.C. § 1367.
3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that Plaintiff resides in this District, Defendants transact business here, and a substantial portion of the acts giving rise to this action occurred here.

## **PARTIES**

4. Plaintiff, Brenda Clark-Draheim (“Plaintiff”), is an adult individual residing in Battle Creek, Michigan, and is a “consumer” as the term is defined by 15 U.S.C. § 1681a(c).

5. Defendant American Credit Acceptance, LLC (“ACA”) is a South Carolina business entity with a principal place of business located in Spartanburg, South Carolina. ACA is an auto lender who furnishes consumer information to the Credit Reporting Agencies (“CRAs”).

6. Defendant Trans Union LLC (“Trans Union” and together with ACA, “Defendants”) is an Illinois business entity with a principal place of business located in Chicago, Illinois. Trans Union is a consumer reporting agency as the term is defined by 15 U.S.C. § 1681(a)(f). Trans Union is regularly engaged in the business of assembling, evaluating, and dispersing information concerning consumers for the purpose of furnishing consumer reports, as defined by 15 U.S.C. § 1681(a)(d), to third parties.

## **FACTUAL ALLEGATIONS**

7. In 2017, Plaintiff discovered that ACA was negatively reporting an account on her credit report. Specifically, ACA was misreporting the last payment date as January 4, 2017, which several months later than the actual last payment on the account in early 2016.

8. On or about June 13, 2017, Plaintiff sent a dispute letter to Trans Union. Plaintiff's letter explained that she had not made a payment on the account as reported.

9. Nevertheless, to date Defendants continue to report the incorrect last payment date.

10. In addition, Defendants are reporting that Plaintiff's dispute has been resolved. This is not true, as Plaintiff continues to dispute that the last payment on the account was made on January 4, 2017.

11. Upon Plaintiff's notification that the Debt was disputed and request that it be corrected, and in accordance with their standard procedures, Plaintiff believes and thereon alleges that Trans Union did not evaluate or consider any of Plaintiff's information, claims or evidence, and did not make any attempt to substantially or reasonably verify ACA's representations regarding the account.

12. In the alternative, in the event that Trans Union did forward notice of the dispute to ACA, ACA failed to conduct an adequate investigation into Plaintiff's dispute and failed to properly update Plaintiff's credit reports.

**COUNT I**  
**VIOLATIONS OF THE FAIR CREDIT REPORTING ACT,**  
**15 U.S.C. § 1681, et seq.**

13. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

14. In the entire course of their actions, Defendants willfully and/or negligently violated multiple provisions of the FCRA in one or more of the following respects:

- a. Trans Union violated 15 U.S.C. § 1681e(b) by failing to implement and/or follow “reasonable procedures to assure maximum possible accuracy” of the information they publish in consumer credit reports.
- b. Trans Union violated 15 U.S.C. § 1681i by failing to delete or correct inaccurate information in Plaintiff’s credit file after having received actual notice of such inaccuracies; by failing to conduct lawful reinvestigation; by failing to forward all relevant information to ACA; by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff’s credit file; and by relying upon verification from a source it has reason to know is unreliable.
- c. ACA violated 15 U.S.C. § 1681s-2(b) by willfully and/or negligently failing to conduct an investigation with respect to the disputed information; by failing to review all relevant information provided by the consumer reporting agencies pursuant to section 1681i; by failing to modify, delete or

permanently block the disputed information; and by failing to accurately report the status of Plaintiff's dispute.

15. Defendants' conduct, action, and inaction was willful, rendering them liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendants' conduct was negligent, entitling Plaintiff to recover damages under 15 U.S.C. § 1681o.

16. As a result of Defendants' conduct, action, and inaction, Plaintiff incurred actual damages in the form of loss of the ability to purchase and benefit from credit.

17. Plaintiff is entitled to recover costs and attorney's fees from Defendants in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that judgment be entered against Defendant:

1. Statutory damages pursuant to 15 U.S.C. § 1681;
2. Attorney's fees and costs pursuant to 15 U.S.C. § 1681;
3. Actual damages pursuant to 15 U.S.C. § 1681;
4. Punitive damages pursuant to 15 U.S.C. § 1681; and
5. Such other and further relief as may be just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: August 2, 2017

Respectfully submitted,

By: /s/ Sergei Lemberg, Esq.

Attorney for Plaintiff Brenda Clark-Draheim

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